

AGREEMENT
by and between
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL NO. 21-HEALTH DEPARTMENT, AFL-CIO

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AGREEMENT

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AND

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LOCAL NO. 21-HEALTH DEPARTMENT, AFL-CIO

PREAMBLE

This Agreement is between KING COUNTY (hereinafter called the Employer) and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL NO. 21-HEALTH DEPARTMENT, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those Seattle-King County Health Department employees in classifications for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

1 **ARTICLE 1: NONDISCRIMINATION**

2 **Section 1.** The Employer and the Union agree all terms and conditions of employment
3 included in this Agreement shall be administered and applied in a manner that is nondiscriminatory
4 under federal or state law, or County Ordinance which prohibit discrimination on the basis of one or
5 all of the following: race, color, age, sex, marital status, sexual orientation, political ideology, creed,
6 religion, ancestry, or national origin, or disability. Disputes arising under this article shall not be
7 subject to arbitration procedures provided in Article 5 of this Agreement.

8 **Section 2.** Whenever words denoting the feminine or masculine gender are used in this
9 Agreement, they are intended to apply to either gender.

1 **ARTICLE 2: RECOGNITION AND BARGAINING UNIT**

2 **Section 1.** The Employer hereby recognizes the Union as the exclusive collective bargaining
3 representative of Health Department employees whose job classifications are listed in the attached
4 Addendum. This shall include all such employees not otherwise excluded in the following sections
5 of this Article.

6 **Section 2.** The following define terms used in this Agreement:

7 **Full-time Regular Employee:** An employee who is appointed to a budgeted career
8 service position to work in other than a temporary status for forty (40) hours per week, who is not
9 serving a probationary period.

10 **Part-time Regular Employee:** An employee who is appointed to a budgeted career
11 service position to work in other than a temporary status for at least twenty (20) hours but less than
12 forty (40) hours per week, who is not serving a probationary period.

13 **Temporary Employee:** An employee hired when additional work requires a
14 temporarily augmented work force, or in the event of an emergency, or to fill in for the absence of a
15 regular employee, or to fill a vacancy in a regular career service position for a short period while said
16 position is waiting to be filled by a regular employee, for less than 1040 hours in a calendar year.
17 Temporary employees are not members of the career service.

18 **Term-Limited Temporary Employee:** A temporary employee who is employed in a
19 term-limited temporary position with work related to a specific grant, capital improvement project,
20 information systems technology project; or other non-routine, substantial body of work; or placed in
21 a regular position to back fill during a career service employee's absence such as extended leave or
22 assignment to a time-limited project, for a period greater than six months. Term-limited temporary
23 employees are not members of the career service, and may not be employed in term-limited
24 temporary positions longer than three years from the date of hire unless extended for up to five years
25 as provided in the King County Code.

26 **Probationary Employee:** An employee appointed to a regular career service position
27 who is serving a probationary period as provided in Article 21 of this Agreement.

28 **Other Definitions:** Other definitions may be found in Title 3 of the King County

Code, Section 3.12.010.

Section 3. Temporary and term-limited temporary employees shall be exempt from all provisions of this Agreement, except Sections 3 through 7 of this Article, Article 4 (as modified by Section 5 of this Article), and Article 17, Section 5. Term-limited temporary employees may submit grievances under Article 5.

Section 4. Temporary employees shall be paid for all hours worked at the first pay step of the hourly rate of pay set forth within Addendum A covering the classification of work in which he/she is employed. Any exception must be approved in writing by the Director of Public Health with notice to Local 21.

Section 5. A temporary employee shall, after having worked 174 straight-time hours, pay to the Union, in lieu of the Union security requirement under Article 4, a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular Department employees for each 174 straight-time hours worked thereafter within the bargaining unit.

Section 6. A temporary employee, other than probationary or term-limited, who exceeds the calendar year limit of 1040 work hours will be eligible for compensation in lieu of leave benefits at the rate of fifteen percent (15%) of gross pay for all hours worked, retroactive to the first hour of employment and for each hour worked thereafter, and compensation in lieu of insured benefits as provided in the King County Code.

Section 7. Temporary employees and term-limited temporary employees who have worked in excess of 520 straight time hours within the previous twelve-month period, and who are appointed to a regular position without a break in service shall have his/her time worked within the previous twelve-month period counted for purposes of salary step placement and seniority for purposes of determining layoff order.

Section 8. The Employer shall not use temporary or term-limited temporary employees to supplant regular career service positions in the bargaining unit.

Section 9. Where those duties covered by this Agreement are assigned to a different or new classification in the Department, the Union will continue to be recognized as exclusive bargaining representative for those duties. Any disagreement between the parties over the application of this

1 section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

2 **Section 10.** The Department may establish on-the-job training program(s) in a different
3 classification and/or within another bargaining unit for the purpose of providing individuals an
4 opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to
5 implementation of such a program(s) relative to bargaining unit employees, the Department shall
6 discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit
7 jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of
8 either party.

9 **Section 11.** Training. The Employer recognizes the importance and value of providing
10 training opportunities. To that end, the department will continue to make every effort to allow
11 employees reasonable release time to attend training sessions and seminars in their field. In addition,
12 the department will continue to explore methods of providing training sessions and presentations in-
13 house to bargaining unit employees. Employees shall be entitled to a minimum of 3 days of paid
14 leave time annually for the purpose of attending training that is job related.

15 **Section 12.** The Department shall have the right to implement new public employment
16 programs or expand its current programs beyond what exists as of the signature date of this
17 Agreement. Where such implementation or expansion involves bargaining unit work and results in a
18 significant departure from existing practice, the Department shall give thirty (30) days' advance
19 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the
20 Department shall engage in discussions with the Union on concerns raised by the Union.
21 Notwithstanding any provision to the contrary, the expanded use of individuals under such a public
22 employment program which involves the performance of bargaining unit work with the Department,
23 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees
24 covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by
25 this Agreement which recently had been occupied by a regular full-time employee that performed the
26 specific bargaining unit work now being or about to be performed by an individual under one of the
27 Department's public employment programs.

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 **Section 1.** The right to hire, appoint, promote, discipline for just cause, improve efficiency,
3 and determine work schedules and the location of Department facilities are examples of management
4 prerogatives. It is understood that the Health Department retains its right to manage and operate its
5 divisions except as may be limited by an express provision of this Agreement. This Agreement shall
6 not limit the right of the Employer to contract for services of any and all types, except that the
7 County agrees not to contract out for services that would result in the elimination of bargaining unit
8 positions.

9 **Section 2.** Delivery of health services in the most efficient, effective, and courteous manner
10 is of paramount importance to the Department and, as such, maximized productivity is recognized to
11 be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby
12 recognize the Employer's and the Department's right to determine the methods, processes, and means
13 of providing health services, the right to increase or diminish operations, in whole or in part, the right
14 to increase, diminish or change equipment, including the introduction of any and all new, improved,
15 or automated methods or equipment, and the assignment of employees to specific jobs within the
16 bargaining unit.

17 **Section 3.** The Union recognizes the Employer's and the Department's right to establish
18 and/or revise the Department's performance evaluation system. Such system may be used to
19 determine acceptable performance levels, prepare work schedules, and to measure the performance of
20 each employee or group of employees.

ARTICLE 4: UNION MEMBERSHIP AND DUES

Section 1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union shall remain members in good standing, or pay an agency fee to the Union for their representation to the extent permitted by law. All employees hired in positions covered by this Agreement on or after its effective date shall, on the thirtieth (30th) day following such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union for their representation to the extent permitted by law. Employees who qualify for exemption from this requirement based upon a good faith religious belief, or bona fide religious tenets or teachings of a church or religious body of which the employee is a member, shall contribute an amount equivalent to regular Union dues or agency fee to a nonreligious charity mutually agreed upon by the employee and the Union.

Section 2. The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, regular monthly dues (or agency fees) uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the Employer.

Section 3. The Union agrees to indemnify and save harmless the Employer from any and all liability resulting from the dues check-off system, the Union security obligation, and the religious exemption requirements, except as delineated in Section 4 below.

Section 4. Failure by an employee to abide by the afore referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the Health Department Director, with a copy to the Department of Executive Services, Human Resources Division Manager, in writing when it is seeking discharge of an employee for noncompliance with Section 4 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the Health Department Director (with copies to the affected employee and the Human Resources Division Manager of the Department of Executive Services). Accompanying the discharge letter

1 shall be a copy of the letter to the employee from the Union explaining the employee's obligation
2 under Article 4, Section 4.

3 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
4 the employee for failure to abide by Section 4 of Article 4, but provide the employee and the
5 Employer with thirty (30) calendar days' written notification of the Union's intent to initiate
6 discharge action, during which time the employee may make restitution in the amount which is
7 overdue. Upon receipt of the Union's request, the Health Department Director shall give notice in
8 writing to the employee, with a copy to the Union and the County that the employee faces discharge
9 upon the request of the Union at the end of the thirty (30)-calendar day period noted in the Union's
10 "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty
11 (30)-calendar day period to present to the Health Department Director any information relevant to
12 why the Health Department should not act upon the Union's written request for the employee's
13 discharge. In the event the employee has not yet fulfilled the obligation set forth within Section 4 of
14 this Article within the thirty (30)-calendar day period noted in the "Request for Discharge Letter," the
15 Union shall thereafter reaffirm in writing to the Health Department Director with copies to the
16 affected employee and the County, its original written request for discharge of such employee.
17 Unless sufficient legal explanation or reason is presented by the employee why discharge is not
18 appropriate or unless the Union rescinds its request for the discharge the Employer shall, as soon as
19 possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union
20 security obligation within the thirty (30)-calendar day period, the Union shall so notify the Health
21 Department Director in writing, with a copy to the County and the affected employee. If the Union
22 has reaffirmed its request for discharge, the Health Department Director shall notify the Union in
23 writing, with a copy to the County and the affected employee, that the Department effectuated, or that
24 the Health Department has not discharged the employee, setting forth the reasons why it has not done
25 so.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 1. The Department recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision with the understanding that grievances will be filed at the step at which there is authority to adjudicate, provided the immediate supervisor is notified.

Section 2. A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the grievance procedure and processed within the time limits set forth therein.

Section 3. Grievances processed through Step 3 of the grievance procedure are to be heard on Department time and no employee shall receive compensation beyond normal working hours while attending grievance meetings unless stipulated otherwise by the parties.

Section 4. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

Probationary employees shall not have the right to pursue grievances over dismissal but shall be able to pursue grievances as otherwise provided. Employees reverted during a trial service period shall not have the right to pursue grievances over reversion but shall be able to pursue grievances as otherwise provided.

Section 5. Definition. Any dispute arising during the term of this Agreement between the Employer and the Union or between the Employer and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

Working days referred to in the grievance procedure shall be defined as Monday through Friday excluding observed holidays.

Any time limits agreed to in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by an employee or the Union to comply with any time limitation of the procedure of this Article shall constitute withdrawal of the grievance.

Section 6. Grievance procedure.

Step 1: A grievance shall be presented in writing by the aggrieved employee and/or Union representative to the employee's immediate supervisor within ten (10) working days of the alleged contract violation. The grievance notice shall be dated and shall include the date of the incident, the issue(s), and the due date (ten (10) working days) for the immediate supervisor's response. After consulting with the District Administrator/Manager, the immediate supervisor shall attempt to resolve the matter and notify the employee or Union representative in writing within ten (10) working days of receipt of the grievance.

If the employee and/or Union representative has not received a response at Step 1 within the time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to the next step within ten (10) working days following receipt of the written Step 1 response from the immediate supervisor, it shall be presumed resolved.

Step 2: If the grievance is not resolved at Step 1 or is filed initially at Step 2, the employee or Union representative shall present the grievance in writing, specifying the section(s) of the contract allegedly violated and the remedy sought. The grievance shall then be presented to the Division Manager for investigation, discussion and written reply. The Division Manager, after consulting with the Department Director, shall make a written decision and present it to the aggrieved employee and/or Union representative with a copy mailed to the Union within ten(10)working days after receipt of the Step 2 grievance. If the employee and/or Union representative has not received a response at Step 2 within the time frames listed above, the grievance may be elevated to Step 3. If the grievance is not pursued to the next higher level within ten (10) working days from the Union's receipt of the Division Manager's written response, it shall be presumed resolved.

Step 3: If the decision of the Division Manager has not resolved the grievance, the grievance may be presented to the King County Human Resources Division Manager, Department of Executive Services, with a copy to the Labor Relations Manager and the Health Department Personnel Office. The Manager of the Human Resources Division, Department of Executive Services or designee shall hear the grievance and respond in writing to the employee and Union representative within ten (10) working days following the presentation of the grievance. The meeting

to hear the grievance will be scheduled as soon as practical, but not less than thirty (30) days after receipt of the Step 3 grievance by Human Resources Division, Department of Executive Services.

Step 4: If the Step 3 decision does not resolve the grievance to the satisfaction of the Union or the County, either the Union or the County may request arbitration within thirty (30) calendar days of the Union's receipt of the Step 3 decision. Grievances relating to written or oral reprimands shall not be appealed to arbitration. The request for arbitration must specify:

- a. Section(s) of the Agreement allegedly violated
- b. Nature of the alleged violation
- c. Remedy sought

The Union and the County shall then select a third disinterested party to serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the list by the Department representative and the Union alternately striking a name from the list until only one remains.

In connection with any arbitration proceeding held pursuant to the Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and all other matters shall be excluded from arbitration.

2. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Department, the Union, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the Department and the Union. Each party shall bear the cost of presenting its own case including the cost of any witnesses appearing on that party's behalf. Each party shall bear the cost of its own attorney fees regardless of the outcome of the hearing.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the

1 voluntary labor arbitration regulations of the American Arbitration Association unless stipulated
2 otherwise in writing by the parties to this Agreement.

3 There shall be no strike, cessation of work or lockout during hearings or arbitrations.

4 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of
5 the occurrence or nonoccurrence upon which the grievance is based, that date being fourteen (14)
6 calendar days or less prior to the initial filing of the grievance.

7 Mediation: Prior to submitting a dispute to arbitration, the parties may agree to select a
8 neutral third party to serve as mediator. If mediation is not successful, arbitration may be requested
9 as provided above, within thirty (30) days after the mediator or one of the parties declares impasse.

10 **Section 7.** An employee covered by this Agreement must, upon initiating objections relating
11 to disciplinary action, use either the contractual grievance procedure contained herein or disciplinary
12 appeals under the King County Personnel Guidelines.

13 Under no circumstance may an employee use both the contractual grievance procedure and a
14 personnel system appeal procedure relative to the same action. If there are dual filings with the
15 grievance procedure and a personnel system appeal procedure, the County will send notice of such
16 filings by certified mail to the employee(s) and the Union. The Union will notify the County Labor
17 Relations Manager by certified mail within fifteen (15) calendar days from the date of receipt of the
18 notice if it will use the contractual grievance procedure. If no such notice is received by the County
19 Labor Relations Manager, the contractual grievance action shall be deemed to be withdrawn.

1 **ARTICLE 6: WORK STOPPAGES**

2 The Employer, Department, and Union agree that the public interest requires the efficient and
3 uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall
5 not cause any work stoppage, strike, slowdown, or other interference with Employer and/or
6 Department functions by employees under this Agreement, and should same occur, the Union agrees
7 to take appropriate steps to end such interference. Employees shall not cause or engage in any work
8 stoppage, strike, slowdown, or other interference with Employer and/or Department functions for the
9 term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing
10 actions shall be subject to such disciplinary actions as may be determined by the Employer and/or
11 Department, including but not limited to, the recovery of any financial losses suffered by the
12 Employer and/or Department.

1 **ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY**

2 **Section 1.**

3 a. Effective January 1, 2002, the classifications of employees covered by this
4 Agreement and the corresponding rates of pay are set forth in Addendum A which is attached hereto
5 and made a part of this Agreement. These rates reflect the movement of all classifications to the
6 County Squared Salary Schedule effective January 1, 2002, and include the COLA for 2002, as well
7 as any necessary adjustment to place employees on the County Squared Salary Schedule. Employees
8 moving onto the Squared Table will receive placement to the lowest step that ensures them the full
9 COLA of 2.32% for 2002, which is built into 2002 Squared Salary Schedule.

10 b. Effective January 1, 2003, the base wage rates set forth in Addendum A shall be
11 increased by 90% of the increase in the U.S. Cities CPI-W from September 2001 to September 2002.
12 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-
13 hundredth of a percent.

14 c. Effective January 1, 2004, the base wage rates set forth in Addendum A shall be
15 increased by 90% of the increase in the U.S. Cities CPI-W from September 2002 to September 2003.
16 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-
17 hundredth of a percent.

18 d. Bi-Weekly Payroll. Upon adoption by the King County Council the County may
19 use a bi-weekly payroll.

20 **Section 2.** When a position is reclassified to a new or different class having a different salary
21 range, the employee occupying the position immediately prior to and at the time of reclassification
22 shall receive the salary rate which shall be determined in the same manner as for a promotion;
23 provided that, if the employee's salary prior to reclassification is higher than the maximum salary of
24 the range for such new or different class, he shall continue to receive such higher salary as an
25 "incumbent" for so long as he remains in such position or until the regular salary for the classification
26 exceeds the "incumbent" rate of pay.

27 **Section 3.**

28 a. Pay Ranges: Pay ranges and pay range assignments shall be as set forth in

1 Addendum A.

2 **b. Step Increases:**

3 **1. Salary increases during Probation.** Upon completion of six (6) months of
4 satisfactory service, an employee's salary shall be advanced to Step 2, if the rate currently paid is
5 Step 1. If the employee's initial step placement is at Step 2 or above, it shall be advanced to the next
6 higher step, upon completion of twelve (12) months satisfactory performance. An increase beyond
7 Step 2 is permissive, and may be given at the discretion of the appointing authority, with notice given
8 to the Union.

9 **2. Regular Step Increases.** Step increases shall be granted annually thereafter,
10 and shall be based upon satisfactory performance.

11 **3. Step increases will be effective on January 1st of each year beginning**
12 January 1, 2003.

ARTICLE 8: ANNUAL VACATIONS

Section 1. Regular, full-time employees, shall receive vacation benefits as indicated in the following table:

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE			
Vacation Earned Per Hour	Completed Years of Service	Working Days Per Year	8 hour Equivalent
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

Employees shall expend accrued hours of vacation on an hour-for-hour basis. That is, an employee working a 10-hour day shall use 10 hours for each day of vacation.

Section 2. Employees shall accrue vacation benefits on an hourly basis.

Section 3. Vacation benefits for regular, part-time employees will be established based upon the number of regular compensated hours.

Section 4. No person shall be permitted to work for compensation for the County in any

1 capacity during the time when vacation benefits are being drawn.

2 **Section 5.** Vacation may be used in one-half hour increments at the discretion of the
3 department director or his appointed designee.

4 **Section 6.** Upon termination for any reason, the employee will be paid for unused vacation
5 credits up to maximum allowable accumulated vacation.

6 **Section 7.** Temporary employees will not be granted vacation benefits.

7 **Section 8.** In cases of separation by death, payment of unused vacation benefits shall be
8 made to the employee's estate, or in applicable cases, as provided by R.C.W., Title 11.

9 **Section 9.** Employees may continue to accrue additional vacation beyond the maximum
10 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be
11 lost.

12 Employees who leave King County employment for any reason will be paid for their unused
13 vacation up to the maximum specified herein. Employees shall forfeit the excess accrual prior to
14 December 31st of each year.

15 **Section 10.** Full time Regular employees may accrue up to sixty (60) days vacation leave.
16 Part-time regular employees who are employed at least half-time may accrue vacation leave up to
17 sixty (60) days prorated to reflect their normally scheduled workweek.

18 **Section 11.** Employees who were employed on or before December 31, 1995 and who have
19 completed at least three (3), but less than five (5), full years of service shall accrue fifteen days of
20 vacation per year. At the end of the fifth full year of service, such employees shall accrue vacation as
21 set forth in Section 1 of this Article.

22 **Section 12.** Shared leave. Employees may share leave with other County employees in
23 accordance with King County Ordinance on this subject. Donation of vacation leave hours and
24 donation of sick leave hours.

25 **A. Vacation leave hours.**

26 **1.** Any full-time employee, or part-time employee who is employed at least
27 half-time and receives vacation and sick leave, may donate a portion of his or her accrued vacation
28 leave to a full-time employee or part-time employee who is employed at least half-time and receives

1 vacation and sick leave. Such donation will occur upon written request to and approval of the
2 donating and receiving employees' department director(s), except that requests for vacation donation
3 made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be
4 denied unless approval would result in a departmental hardship for the receiving department.

5 2. The number of hours donated shall not exceed the donor's accrued vacation
6 credits as of the date of the request. No donation of vacation hours shall be permitted where it would
7 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

8 3. Donated vacation leave hours must be used within ninety (90) calendar
9 days following the date of donation. Donated hours not used within ninety (90) days, or due to the
10 death of the receiving employee, shall revert to the donor. Donated vacation leave hours shall be
11 excluded from vacation leave payoff provisions contained in this chapter. For purposes of this
12 section, the first hours used by an employee shall be accrued vacation leave hours.

13 **B. Sick leave hours.**

14 1. Any full-time employee, or part-time employee who is employed at least
15 half-time and receives vacation and sick leave, may donate a portion of his or her accrued sick leave
16 to a full-time employee or part-time employee who is employed at least half-time and receives
17 vacation and sick leave, upon written notice to the donating and receiving employee's department
18 director(s).

19 2. No donation shall be permitted unless the donating employee's sick leave
20 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
21 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
22 year.

23 3. Donated sick leave hours must be used within ninety (90) calendar days.
24 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
25 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
26 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For
27 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

28 **C. All donations of vacation and sick leave made under this chapter are strictly**

1 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
2 compensation or benefits in exchange for donating vacation or sick leave hours.

3 **D.** All vacation and sick leave hours donated shall be converted to a dollar value
4 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
5 divided by the receiving employee's hourly rate to determine the actual number of hours received.
6 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
7 hourly rate at the time of reversion.

8 **Section 13.** All other leaves shall be as provided by King County Ordinance.
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ARTICLE 9: HOLIDAYS

Section 1. The following day or days in lieu thereof shall be recognized as holidays without salary deduction:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Day immediately following
Christmas Day	December 25
2 Personal Holidays	

Whenever any holiday specified above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday specified above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday, shall be recognized and paid pursuant to Section 4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 4 shall be made only once per affected employee for any one holiday.

Section 2. Personal Holidays

a. Employees shall be granted two personal holidays to be administered through the vacation plan. One day shall be granted the first of October and one day shall be granted the first of November.

b. Personal holidays shall be administered through the vacation plan and can be used in the same manner as any earned vacation day.

Section 3. Holidays paid for but not worked shall be recognized as time worked for the

purpose of determining weekly overtime.

Section 4. Employees who work on a holiday shall be paid for the holiday at their regular straight-time hour rate of pay and, in addition, shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

Section 5. To qualify for holiday pay, employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday; provided, that employees returning from nonpay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

Section 6. A permanent part-time employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon straight time hours compensated during the pay period immediately prior to the pay period in which the holiday falls.

Section 7. Holiday Pay for Employees on Alternative Work Schedules

Employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours per year. Employees working alternative work weeks whose departments close on a designated holiday will be allowed to use accrued but unused time off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the supervisor, the employee shall be allowed to work to make up the hours during that same work week. In no event will the rescheduling of hours in this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday falls on an employee's regularly scheduled day off, the employee will have the option of receiving the holiday pay at the straight time rate in the same pay period or of scheduling an alternate paid day off within thirty (30) days of the actual holiday.

1 **ARTICLE 10: SICK LEAVE, INDUSTRIAL INJURY, AND BEREAVEMENT LEAVE**

2 **SICK LEAVE**

3 Sick leave and time off for family medical reasons shall be administered in accordance with
4 the provision of King County Substitute Ordinance No. 13377, including but not limited to:

- 5 a. eligibility for family and medical leave;
6 b. administration of family and medical leaves;
7 c. verifications for determining eligibility for family and medical leave;
8 d. use of accrued leave to supplement workers compensation payments;
9 e. medical benefit coverage during family and medical leave; and
10 f. return to work rights upon completion of leave.

11 The sections below are intended to describe, but not modify or expand, the provisions of the
12 ordinance. If, during the term of this Agreement, the County Council adopts amendments to the
13 Family and Medical Leave provisions which affect eligibility or benefit levels, the County agrees to
14 negotiate the effect of such amendments if requested by the Union.

15 **Section 1.** Every regular, or benefit-eligible term-limited temporary, full-time employee shall
16 accrue sick leave benefits at the rate of 0.046 hours for each hour in a pay status exclusive of
17 overtime up to a maximum of 8 hours per month, except that sick leave shall not begin to accrue until
18 the first of the month following the month in which the employee commenced service.

19 **Section 2.** Every regular, or benefit-eligible term-limited temporary, part-time employee
20 shall receive sick leave benefits proportionate to the employee's regular work day. For example: If a
21 part-time employee normally works four hours per day and the department's normal work day is
22 eight hours, the employee will receive four hours of sick leave benefits for the month.

23 **Section 3.** After six months of full-time service a regular or benefit-eligible term-limited
24 temporary employee may, at her/his division manager's discretion, be permitted to use up to one-half
25 of her/his accruing vacation (5 days) as an essential extension of used sick leave. If an employee
26 does not work a full 12 months, any vacation credit used for sick leave must be reimbursed to the
27 County upon termination.

28 **Section 4.** Sick leave shall accrue on a hourly basis starting with the first of the month

1 following the month the employee commenced employment. An employee is not entitled to sick
2 leave if not previously earned.

3 **Section 5.** Sick leave may be used in one-half hour increments at the discretion of the
4 division manager.

5 **Section 6.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

6 **Section 7.** Accrued sick leave may be used for the following reasons:

7 1. The employee's bona fide illness; provided, that an employee who suffers an
8 occupational illness may not simultaneously collect sick leave and worker's compensation payments
9 in a total amount greater than the net regular pay of the employee;

10 2. The employee's incapacitating injury, provided that:

11 a. An employee injured on the job may not simultaneously collect sick leave
12 and worker's compensation payments in a total amount greater than the net regular pay of the
13 employee;

14 b. An employee may not collect sick leave for physical incapacity due to any
15 injury or occupational illness which is directly traceable to employment other than with the County.

16 3. Exposure to contagious diseases and resulting quarantine.

17 4. A female employee's temporary disability caused by or contributed to by
18 pregnancy and childbirth.

19 5. The employee's medical or dental appointments, provided that the employee's
20 appointing authority has approved the use of sick leave for such appointments.

21 6. To care for the employee's child or the child of an employee's domestic partner if
22 the following conditions are met:

23 a. The child is under the age of eighteen;

24 b. The employee is the natural parent, stepparent, adoptive parent, legal
25 guardian or other person having legal custody and control of the child;

26 c. The employee's child or the child of an employee's domestic partner has a
27 health condition requiring the employee's personal supervision during the hours of his/her absence
28 from work;

1 d. The employee actually attends to the child during the absence from work.

2 **Section 8.** Illness within the employee's immediate family which requires the attendance of
3 the employee or where the employee's presence on the job could jeopardize the health of fellow
4 employees. Under these conditions, the employee may use accrued sick leave the same as if the
5 employee was personally under a medical disability. The supervisor may require a doctor's
6 certificate showing the requirement that the employee be in attendance.

7 **Section 9.** In each case of absence due to illness or injury, it shall be the responsibility of the
8 employee to notify the employee's supervisor of the absence and the anticipated duration of the
9 absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the
10 commencement of the employee's shift shall be grounds for disciplinary action.

11 **Section 10.** Up to one day of sick leave may be used by an employee for the purpose of being
12 present at the birth of his/her child.

13 **Section 11.** An employee who has exhausted all of his/her sick leave may use accrued
14 vacation leave as sick leave before going on leave of absence without pay, if approved by the
15 department.

16 **Section 12.** Department management is responsible for the proper administration of the sick
17 leave benefit.

18 **Section 13.** Separation from King County employment, except by retirement, death or reason
19 of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
20 employee. Should the employee resign in good standing, or separate for non-disciplinary medical
21 reasons, and return to the County within two years, accrued sick leave shall be restored.

22 **Section 14.** Sick leave because of an employee's physical incapacity will not be approved
23 when the injury is directly traceable to simultaneous employment other than with King County.

24 **Section 15.** King County will reimburse those employees who have at least five (5) years
25 service and retire as a result of length of service or who terminate by death, thirty-five percent (35%)
26 of their unused, accumulated sick leave. All payments shall be made in cash, based on the
27 employee's base rate, and there shall be no deferred sick leave reimbursement.

28 **Section 16.** Employees injured on the job cannot simultaneously collect sick leave and

workers compensation payments greater than net pay of the employee. Administrative rules will be established to allow for payments equal to net regular pay of employees qualifying under workers compensation.

Section 17. Employees will be allowed to use paid sick leave for volunteering at their children's school as provided for by King County Ordinance.

Section 18. Wellness Incentive

Regular and term-limited temporary employees who, during a calendar year use less than thirty-three (33) hours of sick leave, may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. This incentive shall be prorated for part-time employees.

INDUSTRIAL INJURY

Section 1. All employees shall be covered by the County's Industrial insurance Program except that any claim filed under the City's Industrial insurance program prior to the date of transfer Date, whether still open or reopened after that date, shall continue to be administered by the City of Seattle under its program.

Section 2. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

BEREAVEMENT/FUNERAL LEAVE

Section 1. Annual Entitlement. All employees except temporary employees and administrative interns shall be entitled to three working days of bereavement leave a year due to the death of members of their immediate family. For purposes of this section, "immediate family" shall mean persons related by blood or marriage or legal adoption as follows: mother, mother-in-law, father, father-in-law, legal spouse, son, daughter, grandparent, grandchild, brother or sister of the employee or, in lieu of the legal spouse, a significant other person or domestic partner living in the employee's household.

Section 2. Use of Sick Leave for Bereavement Purposes. Regular full time employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three days for each instance when death exists to a member of the employee's immediate family. One day of

1 sick leave per year may be used for the attendance of a funeral of other than a member of the
2 employee's immediate family.

3 **Section 3.** In cases of family death where no sick leave benefit is authorized or exists, an
4 employee may be granted leave without pay.

5 **Section 4.** Holidays and Regular Days Off. In the application of any of the foregoing
6 provisions, holidays or regular days off falling within the prescribed period of absence shall not be
7 charged.

8 **Section 5.** Pro-Rata Benefit for Part Time Employees. Regular part-time employees shall be
9 entitled to bereavement leave in the same proportion as the number of hours worked is to the number
10 of hours scheduled for a full time position.

1 **ARTICLE 11: ORGAN DONORS LEAVE**

2 **Section 1.** Leave for Organ Donors. The Department shall allow employees eligible for
3 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily
4 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone
5 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without
6 having such leave charged to family leave, sick leave, vacation leave or leave of absence without
7 pay; provided that the employee shall:

8 1. Give the Department reasonable advance notice of the need to take time off from
9 work for the donation of bone marrow, a kidney, or other organs or tissue, if there is a reasonable
10 expectation that the employee's failure to donate may result in illness, injury, pain or the eventual
11 death of the identified recipient.

12 2. Provide written proof from an accredited medical institution, organization or
13 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue
14 or to participate in any other medical procedure where the participation of the donor is unique or
15 critical to a successful outcome.

16 **Section 2.** Time off from work for the purposes set out above in excess of five (5) working
17 days shall be subject to existing leave policies contained in this collective Bargaining Agreement.

ARTICLE 12. LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY

Section 1. It is the policy of the County to recognize that pregnancy is a normal event in a woman's life and that provisions shall be made to provide all female employees the opportunity to continue to participate in the work force during and up to three (3) months after a pregnancy.

Section 2. A female employee, who upon the advice of her physician, cannot safely perform all of the normal duties of her job due to pregnancy and who indicates a desire to continue working prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon concurrence of the director receive consideration for temporary reassignment. The County shall, where reasonably possible, accommodate a female employee's desire for medically approved continued employment during pregnancy and up to three (3) months thereafter via one (1) or more of the three (3) alternatives listed. The first alternative shall have preference and assignments and/or reassignments shall be given within an employee's department where possible. The Human Resources Division of the Department of Executive Services shall be responsible for coordination of the following limited duty alternatives:

- a. Temporary assignment to limited duties within the employee's classification;
- b. Temporary reassignment of the employee to a similar classification with equal pay for which the employee is qualified;
- c. Only if the director concurs that an employee cannot reasonably be accommodated by paragraphs Section 2.a or b in this Article, temporary reassignment of the employee can be made to another classification for which the employee is qualified but with lesser pay, to be assigned at the pay step closest to that which the employee was receiving in her normal job classification.

Section 3. The executive shall determine and facilitate any necessary interfund transfers when an employee is temporarily reassigned to another department.

Section 4. Limitations.

a. Temporary assignments and/or reassignments made pursuant to this Article shall be limited to the period of temporary incapacity caused by pregnancy both before childbirth and upon return to work, all prior to the time when released by the employee's physician to return to full duty.

b. For the purposes of this Article, temporary incapacity is defined as the period

1 during which because of pregnancy the employee cannot perform all of her regular duties but is
2 capable of performing a temporary limited duty assignment provided by the County as listed in
3 Section 2 of this Article and, for purposes of this Agreement, in no instance shall such temporary
4 incapacity extend more than three (3) months after termination of the pregnancy.

5 c. Female employees shall continue to be eligible for paid accrued vacation and sick
6 leave and leave of absence without pay pursuant to the personnel rules and provisions of this
7 Agreement during the period of temporary incapacity due to pregnancy, pregnancy related
8 conditions, and parenting.

9 **Section 5.** Procedures. The director will develop procedures to implement this policy which
10 shall include verification of the medical basis for the limited duty request. The Union and Seattle
11 King County Health Department agree to meet to review the procedures following their development
12 by the Human Resources Division Manager of the Department of Executive Services.

ARTICLE 13: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE

Section 1. Eligible unit employees will participate in the County group Medical/Dental and Life Insurance Programs.

Section 2. Medical/Dental and Life Insurance benefits shall be as provided for in the Labor-Management Insurance Committee, which is comprised of representatives from the County and its labor unions.

Section 3. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of agreement of the Joint Labor-Management Insurance Committee.

1 **ARTICLE 14: RETIREMENT**

2 **Section 1.** All employees hired prior to January 1, 1996 shall continue to be covered by the
3 applicable retirement system in which they are enrolled as of December 31, 1995; i.e., Seattle City
4 Employees Retirement System, PERS I, or PERS II.

5 Contributions to the applicable retirement system shall be made in accordance with the
6 respectively applicable City ordinance(s), County ordinance(s), or state law.

7 **Section 2.** All employees hired after January 1, 1996 shall be covered by the state PERS
8 Retirement System, pursuant to applicable County ordinance(s) and state law.

1 **ARTICLE 15: UNION REPRESENTATIVES**

2 The Staff Representative of the Union may, after notifying the Health Department official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for
4 the purpose of administering this Agreement. Such representative shall limit his/her activities during
5 such visits to matters relating to this Agreement. Department work hours shall not be used by
6 employees or Union representatives for the conduct of Union business or the promotion of Union
7 affairs.

ARTICLE 16: WORK OUTSIDE OF CLASSIFICATION

Section 1. Whenever an employee is assigned by the Department Director or designee to perform the duties of an employee at, or substantially the full duties of, a higher paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for such classification while performing such duties. An employee shall continue to be paid at the out of class rate while on a paid leave (i.e., vacation, sick leave, Holiday).

Section 2. Employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 1 hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of his/her training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of his/her immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days unless a longer training period is mutually agreed upon in writing by the Union, Department and Human Resources Division Manager of the Department of Executive Services or designee.

Section 3. Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.

Section 4. Within 90 days of the ratification of this Agreement, the parties will meet and discuss the feasibility of designating certain bargaining unit positions as bilingual. If the Department determines that there will be bilingual positions, the County will re-open negotiations on the subject of appropriate compensation for the bilingual duties.

ARTICLE 17: HOURS OF WORK AND OVERTIME

Section 1. Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

Section 2. Alternative Work Schedules. It is hereby agreed that the Department may, notwithstanding Section 1 of this Article, upon notice to the Union, agree to a 4/10 or other alternative work schedules affecting employees covered by this Agreement, subject to such terms and conditions as established by the Department. An alternative work schedule is defined as any schedule of hours of work other than the traditional five eight-hour days within a seven day work week. Examples of alternative work schedules include but are not limited to:

- 4/10 hour work days
- 9/8-off alternating work week schedule. (The record keeping time-sheet for this schedule must be one which meets the FLSA standards dividing between two work weeks mid shift on the fifth day of work which is either 8 hours or a day off.)

In administering the alternative work schedule, the following working conditions shall prevail:

- Overtime shall be paid for any hours worked in excess of forty (40) hours per week;
- Vacation benefits shall be accrued and expended on an hourly basis;
- Sick Leave benefits shall be accrued and expended on an hourly basis;
- Holidays shall be granted in accordance with Article 9 of this Agreement;
- Employee participation shall be on a voluntary basis;
- The department retains the right to modify or revoke such schedule. When operationally feasible, the department will provide the employee at least thirty (30) days notice prior to such change.

Section 3. Employees covered by this Agreement shall be provided a fifteen (15)-minute rest period during each half of their workday.

Section 4. Employees covered by this Agreement shall be provided an uncompensated meal time which shall not exceed one (1) hour.

Section 5. All work performed in excess of forty (40) hours in any work week or in excess of the employee's regularly scheduled shift of not less than eight (8) hours shall be considered as

overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the hourly regular rate of pay.

Section 6. For employees covered by this Agreement, overtime shall be paid at either the applicable overtime rate or by mutual consent between the employee and his/her supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA).

Section 7. Emergency Call Back. An employee covered by this Agreement who is called back to work after completion of his/her regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

Section 8. When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

Section 9. Two (2) days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor.

Section 10. Meal Reimbursement.

a. When an employee is specifically directed by the Department to work two (2) hours or longer prior to the beginning of or the end of his/her normal work shift of not less than eight (8) hours and the employee actually purchases a reasonably priced meal away from the employee's place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of the meal. In order to receive reimbursement, the employee must furnish the Department with a receipt for the meal no later than the beginning of his/her next regular shift; otherwise the employee shall be paid a maximum of ten dollars (\$10.00) in lieu of reimbursement for the meal.

b. The Department shall not reimburse for the cost of alcoholic beverages.

c. In lieu of any meal compensation as set forth within this section, the Department may, at its discretion, provide a meal.

When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal workshift, said employee shall be eligible for meal reimbursement pursuant to Section (III) l(a), (b), and (c). Any time spent consuming a meal

1 during working hours shall be without compensation.

2 **Section 11.** Whenever an employee covered by this Agreement is placed on standby duty by
3 the Department, the employee shall be available at the predetermined location to respond to
4 emergency calls and, when necessary, return immediately to work. Employees who are placed on
5 standby duty by the Department shall be paid at the rate of ten (10) percent of the employees' straight
6 time hourly rate of pay for all hours assigned.

7 When an employee is required to return to work while on standby duty, the standby pay shall
8 be discontinued for the actual hours on work duty and compensation shall be provided in accordance
9 with the provisions of this Article.

1 **ARTICLE 18: TRANSFER, VOLUNTARY, DEMOTION, AND LAYOFF**

2 **Section 1.** Transfer.

3 a. The transfer of an employee shall not constitute a promotion except as provided in
4 Section 1(d)(3) of this Article.

5 b. Transfers within the Health Department. The Health Department Director may
6 transfer a Health Department employee from one position to another position in the same job
7 classification within the Department without the approval of the Human Resources Division Manager
8 of the Department of Executive Services, but such transfer shall be reported to the Human Resources
9 Division of the Department of Executive Services.

10 c. Transfers from the Health Department to County departments. Any transfer from a
11 position in the Health Department to a position in the same or similar classification with the same
12 maximum rate of pay within a County department shall be subject to the applicable County rules,
13 policies, procedures (and any applicable County collective bargaining agreement), which sets forth
14 the terms and conditions for transfers within the County personnel system.

15 d. Other transfers within the Department may be made upon the consent of the Health
16 Department Director and with the approval of the Human Resources Division Manager of the
17 Department of Executive Services, as follows:

18 1. Transfer to another classification in the Department in case of injury in line
19 of duty either with the Health Department or with the armed forces in time of war, resulting in
20 permanent partial disability, where showing is made that the transferee is capable of satisfactorily
21 performing the duties of the new position.

22 2. Transfer, in lieu of layoff, may be made to a vacant position in another
23 classification in the Department upon showing that the transferee is capable of satisfactorily
24 performing the duties of the position. The affected employee shall complete a probationary period in
25 the new classification.

26 3. Transfer, in lieu of layoff, may be made to a vacant position in another
27 classification when such transfer would constitute a promotion or advancement in the service
28 provided a showing is made that the transferee is capable of satisfactorily performing the duties of

the position and when transfer in lieu of layoff under Section 1(d)(2) of this Article is not practicable.

4. Transfer may be made to another similar classification within the Health Department with the same maximum rate of pay in the Department. The affected employee's status shall be determined in accordance with Article 8, Section 5 of this Agreement.

5. Transfer in lieu of layoff may be made to a vacant term limited temporary position, provided the employee meets the qualifications of the position. The transfer of a regular employee into a term-limited position shall not convert such position to a regular, career service position; however, at the conclusion of the term limited appointment, such regular employee shall be entitled to all benefits of any other regular employee subject to layoff, as provided in this Agreement and the Personnel Guidelines. Time in the term limited position shall be added to the employee's seniority.

Section 2. Voluntary Demotion.

a. A regular employee may accept a voluntary demotion to a lower job classification.

b. The employee who accepts a voluntary demotion shall retain seniority in the former job classification, as defined in Section 3.b. of this Article.

c. The salary of an employee who accepts a voluntary demotion will receive the highest step in the lower pay range that does not exceed the rate of pay the employee received before the demotion.

Section 3. Layoff.

a. Employees laid off as a result of a reduction of work and/or a shortage of funds shall be laid off according to seniority and classification within the Department. Employees with the least amount of seniority shall be the first laid off; however, in the event of two (2) employees having the same seniority, ability and skill shall be the determining factor on retention; provided, however, the employer may layoff employees out of seniority order in order to maintain specific skills or expertise. In such cases, the Department will provide the Union with 30 days of advance notice of such action and agrees to meet and confer with the Union within two (2) weeks of the notice regarding the impact of such layoff.

b. Seniority for layoff purposes shall be defined as the total unbroken service in the

1 same job classification series. The two classification series covered by this Agreement are:

2 1. Disease Research & Data Specialist; Disease Intervention Specialist

3 2. Epidemiologist I; Epidemiologist II

4 A break in service is a voluntary quit, retirement or termination for just cause. Authorized paid and
5 unpaid leaves of absence are not breaks in service; however, seniority will not continue to accrue
6 after an unpaid leave exceeds thirty (30) consecutive days. Employees who transfer or promote to a
7 different bargaining unit job classification without a break shall retain accrued seniority in the
8 previous classification, and begin to accrue seniority in the new classification from the date of the
9 trial service or probationary appointment. Employees who leave Health Department employment as
10 a result of layoff may retain accrued seniority when they return to Health Department employment
11 within two years of layoff.

12 c. In any layoff, the Department shall designate by job classification the position(s) to
13 be eliminated.

14 d. The least senior employee(s) in the affected classification(s) will be laid off. A
15 laid off employee may displace (bump) the least senior employee in a lower bargaining unit job
16 classification series, provided the laid off employee has more seniority than the least senior employee
17 in the lower classification.

18 e. A laid-off regular employee may displace (bump) a term limited temporary
19 employee, provided the employee meets the qualifications of the position. The bumping of a regular
20 employee into a term-limited position shall not convert such position to a regular, career service
21 position; however, at the conclusion of the term limited appointment, such regular employee shall be
22 entitled to all benefits of any other regular employee subject to layoff, as provided in this Agreement
23 and the Personnel Guidelines. Time in the term limited position shall be added to the employee's
24 seniority.

25 f. Prior to any layoff, all employees other than regular employees in the affected job
26 classification shall be removed from the payroll. In a given job classification within the Department,
27 the following shall be the order of layoff:

28 1. Temporary employees;

2. Term-limited temporary employees;
3. Probationary employees;
4. Regular employees in order of seniority as set forth in Section 3 above.

g. The Department agrees to notify the Union at least thirty (30) days in advance, in writing, of any anticipated reduction-in-force. Such notice shall include the names, job classifications, and seniority dates of employees scheduled to be laid-off.

h. Prior to any layoff of a bargaining unit employee, the County will attempt to place said employee into any vacant position for which the employee is qualified.

Section 4. Recall from Layoff

A regular employee who is laid off will be placed on a recall list for the employee's job classification, for two years from the effective date of the layoff. Employees will be recalled from layoff in seniority order, the most senior to be recalled first. Vacant bargaining unit positions must be offered to eligible employees on the recall list for the appropriate classification, when the Department intends to fill the position. No new employees will be hired for a bargaining unit position until all qualified employees who were laid off, transferred, demoted, or bumped to a lower classification have been offered employment in the position.

A laid off employee may be re-employed in other classifications for which the employee is qualified, or a lower classification in the same series.

It is the employee's responsibility to notify the Department of any change of address during the time the employee remains on the recall list. Refusal of an appointment to a regular, career service position in the classification from which the employee was laid off may be grounds for removal from the recall list.

1 **ARTICLE 19: SAFETY STANDARDS**

2 All work shall be done in a competent and safe manner and in accordance with the state of
3 Washington Safety Codes and the Employer's standards.

4 One employee representative may be designated to represent the Union on the Department's
5 Field Worker Safety Committee.

1 **ARTICLE 20: GENERAL CONDITIONS**

2 **Section 1.**

3 a. All employees who have been authorized to use their own transportation on County
4 business shall be reimbursed at the basic mileage reimbursement rate established by the King County
5 Council by Ordinance for the first two hundred (200) miles per month. Employees required to travel
6 in excess of two hundred miles per month shall be reimbursed for all miles above two hundred at a
7 rate which is two cents (2 cents) per mile greater than the basic mileage reimbursement rate but shall
8 not exceed the IRS allowable rate. Claims shall be made on a monthly basis on a form prescribed by
9 the Department.

10 b. Should the County Council increase the basic mileage reimbursement rate for other
11 County employees during the term of this Agreement, then the same rate will be extended to
12 employees covered by this Agreement.

13 **Section 2.** Whenever an employee covered by this Agreement is temporarily assigned by the
14 Department Director or designee to work, i.e., perform his/her regular duties, at a location other than
15 his/her normal place(s) of employment, any time, less meal time, consumed in traveling to and from
16 the new location, shall be considered part of the workday. Any time consumed in this travel, less
17 meal time, which is outside of the employee's regular working hours, shall be compensated at the
18 applicable overtime rate.

19 The above provision does not apply to travel time from one's usual place of residence to the
20 place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically
21 authorized in writing by proper authorities.

22 **Section 3.** Child Care Subsidy. Employees covered by this Agreement may receive benefits
23 from the County's child care program if they meet the eligibility requirements.

24 **Section 4.** Bulletin Boards. The Employer agrees to permit the Union to post on County
25 bulletin boards the announcement of meetings, election of officers, and any other material relating to
26 Union activities so long as that material does not support or oppose political candidates or political
27 issues.

28 **Section 5.** Bus Passes. Regular and benefit-eligible term-limited temporary employees

covered by this agreement shall receive metro bus passes.

1 **ARTICLE 21: PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD**

2 **Section 1.** The following shall define terms used in this Article:

3 Probationary Period: A twelve (12) month trial period of employment following an
4 initial regular appointment to a career service position.

5 Regular Employee: An employee who has successfully completed a twelve (12)-
6 month probationary period and has had no subsequent break in service as occasioned by quit,
7 resignation, discharge for just cause, or retirement.

8 **Section 2.** Probationary Period/Status of Employee.

9 Employees who are appointed to regular career service positions shall serve a probationary period of
10 twelve (12) months, at which time they shall become regular employees.

11 a. The probationary period shall provide the Department with the opportunity to
12 observe a new employee's work, to train and aid the new employee in adjustment to the position, and
13 to terminate any employee whose work performance fails to meet the required standards.

14 b. An employee shall become regular after having completed the probationary period
15 unless the individual is dismissed under provisions of Section 3 below.

16 **Section 3.** Probationary Period/Dismissal.

17 An employee dismissed during the probationary period shall not have the right to appeal the
18 dismissal. When proper advance notice of the dismissal is not given, the employee may enter an
19 appeal (for payment of up to five days' salary) which the employee would have otherwise received
20 had proper notice been given. If such a claim is sustained, the employee shall be entitled to the
21 appropriate payment of salary but shall not be entitled to reinstatement.

22 **Section 4.** Transfers During Probationary Period.

23 a. If a probationary employee is transferred to a different classification in the Health
24 Department, the employee shall serve a complete probationary period in the new classification.

25 **Section 5.** The probationary period shall be equivalent to twelve (12) months of service
26 following appointment to a budgeted, career service position. Occasional absences due to illness,
27 vacations, and military leaves shall not result in an extension of the probationary period, but upon
28 approval of the Human Resources Division Manager of the Department of Executive Services, an

1 employee's probationary period may be extended so as to include the equivalent of a full twelve (12)
2 months of actual service where there are numerous absences.

3 **Section 6.** If an employee is promoted to another position within the bargaining unit without
4 a break in service, the employee shall serve a six-month trial service period. If the Department
5 determines that the employee will not complete the trial service period, or if the employee chooses
6 not to complete the trial service period, the employee is eligible to return to the former position (or
7 equivalent) if there is a vacancy.

1 **ARTICLE 22: LABOR-MANAGEMENT MEETINGS**

2 The Employer, Department and the Union agree to hold Labor/Management meetings as
3 necessary. These meetings will be called upon request of either party to discuss any subject of a
4 general nature affecting employees covered by this agreement, including but not limited to safety
5 issues. The responsibility for notification will be with the party initiating this process.

6 Representatives of the Health Department can attend such meetings and shall be able to
7 independently set such meetings with the Union with the concurrence of the Human Resources
8 Division Manager of the Department of Executive Services or designee, The Union shall be
9 permitted to designate members and/or stewards to assist its staff representatives in such meetings.

10 The purpose of Labor/Management meetings is to deal with matters of general concern to the
11 Union and the Department. It is understood that such meetings are consultative in nature.

1 **ARTICLE 23: SUBORDINATION OF AGREEMENT**

2 **Section 1.** It is understood that the parties hereto and the employees of the Department are
3 governed by the provisions of applicable federal law and state law. When any provisions thereof are
4 in conflict with or are different than the provisions of this Agreement, the provisions of said federal
5 law or state law are paramount and shall prevail.

6 **Section 2.** It is also understood that the parties hereto and the employees of the Department
7 are governed by applicable County Ordinance and County Charter and said ordinances and charters
8 are paramount except where they conflict with the expressed provisions of this Agreement.

ARTICLE 24: SAVINGS CLAUSE

Section 1. If any article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

1 **ARTICLE 25: ENTIRE AGREEMENT**

2 **Section 1.** The Agreement expressed herein in writing constitutes the entire Agreement
3 between the parties, and no oral statement shall add to or supersede any of its provisions.

4 **Section 2.** The parties acknowledge that each has had the unlimited right and opportunity to
5 make demands and proposals with respect to any matter deemed a proper subject for collective
6 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except
7 as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right
8 to oblige the other party to bargain with respect to any subject or matter, whether or not specifically
9 referred to or covered in this Agreement.

1 **ARTICLE 26: TERM OF AGREEMENT**

2 **Section 1.** This Agreement shall become effective when it is ratified by the parties, unless a
3 different effective date is specified, and covers the period from January 1, 2002 through December
4 31, 2004. Written notice of intent to terminate or modify this Agreement must be served by the
5 requesting party at least ninety (90) days, but not more than one hundred and twenty (120) days, prior
6 to December 31, 2004.

7 **Section 2.** In the event that negotiations for a new Agreement extend beyond the anniversary
8 date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new
9 Agreement is consummated or unless either party serves the other party with ten (10) days'
10 notification of intent to terminate the existing Agreement.

11
12 **APPROVED** this _____ day of _____, 2002

13
14
15
16 By _____
17 King County Executive
18
19
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21
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23 _____
24 Washington State Council of County & City
25 Employees, Local 21-HD
26
27
28

Date

ADDENDUM A

Employees shall move to the range specified for the job classification, on the step that ensures an increase in pay of the full COLA of 2.32% for 2002 effective January 1, 2002, which is built into the 2002 County Squared Salary Schedule (Ranges refer to the County Squared Salary Schedule):

	1/1/02	1/1/03	1/1/04
Disease Research and Data Specialist	47	47	47
Disease Intervention Specialist	49	49	49
Epidemiologist I	58	58	58
Epidemiologist II	62	62	62

Those regular and term-limited temporary employees who are appointed to a bargaining unit position after the date this Agreement is ratified by the parties shall advance through the steps of the applicable salary range, as provided in Article 7, Section 3.b. of the Agreement.

Cost of living adjustment: effective each January 1 for the term of the Agreement, employees will receive a cost of living adjustment as provided in Article 7.

Employees who held a regular or term-limited temporary bargaining unit position on or after January 1, 2002, but separated from the position before this Agreement is in effect, will be entitled to payment for the salary ranges and step advancements from January 1, 2002 until the date of separation.